



Kemsley Community Centre

Managed by the Kemsley Community Centre Trust
Registered Charity Number 1152049



TERMS AND CONDITIONS OF HIRE

“Centre” refers to the Kemsley Community Centre (also known as Kemsley Village Hall or Kemsley Community Hall) “TheTrust” or “KCCT” refers to Kemsley Community Centre Trust” and “Trustees” refers to the Trustee Board of Kemsley Community Centre Trust.

For any queries regarding these Terms and Conditions, e-mail: bookings@kemsleycommunitycentre.com

To arrange viewing, bar provision, or keys, contact our Steward’s email: judith_newing@hotmail.co.uk

1) GENERAL

- a) The Trustees reserve the right to suspend any activity in the Centre without notice. The Steward has delegated total authority from the Trustees. Any instructions issued by the Steward MUST be followed without any argument.
- b) The Centre is a designated civil emergency site. In the very unlikely case that a hire is interrupted by a civil emergency, all payments made by the hirer for the interrupted hire will be refunded.
- c) The Trustees may decide to close the Centre at times when severe weather threatens or is likely to threaten the safety of people planning to travel to the Centre. A minimum of three working hours’ notice will be given to hirers in these circumstances.
- d) The premises are insured for Personal Liability up to £5,000,000 for any one event and Products Liability £5,000,000 for all claims in the aggregate during and one period of insurance.

2) LICENCES

- a) Premises Licence:
 - i) the availability of the Centre is Monday to Saturday 7 am to 1 am, Sundays 7 am to Midnight and New Year’s Eve 7 am to 2 am.
 - ii) Licenced for the sale of alcohol Monday to Saturday 10:00 hours to 23:30 hours and Sunday 11:00 hours to 23:00 hours. Our licensee is Michael Newing.
 - iii) Covered by a Public Entertainment Licence as well as a Theatre Licence.

During the times of your bookings THE HIRER IS RESPONSIBLE FOR ENSURING THE TERMS OF THE LICENCES ARE MET. The hirer is also liable for any breach of Performing Rights licences: <https://www.mylawyer.co.uk/performance-rights-a-A76063D76417/>



Kemsley Community Centre Conditions of Hire

3) BOOKINGS - ALL HIRERS

- a) The Trust will only accept bookings from persons 18 years of age and over. No sub-letting of hiring is allowed.
- b) Times booked must include enough time for set-up and clear-up. Any extra time taken for clear-up will be charged for.
- c) The hall's own licensed bar is available to hirers/guests when open, subject to checking that no underage drinking.
- d) Neither hirers nor their guests are allowed to bring their own drinks into the Centre, unless by pre-arrangement with the Trustees, apart from children's bottled drinks and the equivalent of one celebratory drink per person.
- e) One member of bar staff is on duty per 50 guests. If numbers at an event are significantly lower than stated on the booking, or takings at the bar are very low due to own drinks being brought in, The Trustees reserve the right to retain part of hirer's Condition Bond to recover costs. Our bar provider will contact the hirer before the date of the event to confirm and to get accurate numbers and drink preferences.
- f) All hirers (including event musicians and caterers) must vacate the Centre by the time specified on the invoice. Our premises licence sets latest time to close up the hall as 1 am.
- g) The Trust reserves the right to refuse any application for the hire of the Centre and does not have to give any reasons.
- h) The Trust will not normally accept bookings for birthday parties of ages 13-20 or for any other teenage parties. Hirers can appeal to the Trustees to obtain one-off permission subject to further discussion and extended conditions. IF ONE-OFF PERMISSION WAS GRANTED, THERE WOULD HAVE TO BE ONE OVER 21 ADULT TO EVERY FIVE TEENAGERS, AND THE HIRER WOULD HAVE TO UNDERTAKE TO PROVIDE A SECURITY PLAN AND SECURITY GUARANTEE.
- i) The Trust will only consider written (including email) booking enquiries. Enquiries are logged and only removed from the log after enquirer has cancelled their enquiry or no communication has been received over a reasonable period of time.
- j) If the enquirer indicates they wish to continue with the booking, the Trust sends (normally email but can be posted if requested) a combined quotation/booking form to the hirer.
- k) The Trust will only accept bookings after being confirmed by the hirer. The hirer can sign and return the booking form (scanned copy is acceptable) or send an email confirmation with wording exactly as shown on the booking form.
- l) When confirmation is received, the Trust will send (email or post) an invoice.
- m) On receipt of the invoice, a booking deposit will be payable by the hirer (see below) to secure the booking.
- n) Until a booking is secured, the Trust will continue to process enquiries for the same date(s)/time(s) but will inform hirers of any such enquiries and give the option on a first come-first served basis for hirers to secure their booking.



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4) BOOKINGS – REGULAR HIRERS

- a) Initial bookings for regular hirers will be carried out using the same process for all hirers (see above).
- b) Once established as regular hirers, an email will be accepted as letter of intent detailing days/times of regular bookings for each month and the monthly schedule will be assumed to continue until email notification received of cancellation (see below).
- c) Bookings taken for a specific day of week and specific times will be taken to apply to every week apart from bank holidays and, where specifically stated, school holidays, subject to cancellation conditions (see below).

5) FEES, CHARGES, PAYMENTS - CASUAL HIRERS

- a) Standard prices are as per published Price Schedule, including a Refundable Condition Bond.
- b) Charities, Community and Public Service organisations can apply for discounts.
- c) Half of room hire fees is payable on issue of hire invoice to secure a booking.
- d) The remaining balance will be payable latest one month before the hirer's event. It is at the discretion of the Trustees to cancel a hirer's event if fees and charges have not been paid on time.
- e) Hiring shall only take place when the hiring fees and charges have been paid in full in advance.

6) FEES, CHARGES, PAYMENTS - REGULAR HIRERS

- a) Standard prices are as per published Price Schedule. Discounts are available to individual regular hirers.
- b) A one-time Condition Bond (Damage and Cleaning Deposit) will be agreed with the individual regular hirer and will be retained by the Trust until such time as the regular hirer cancels all sessions with the Trust. If any part of the Bond is used to make good damage or cleaning, then the regular hirer will top up the Bond to the agreed amount.
- c) Half of room hire fees will be payable on issue of the first hire invoice to secure the first group of bookings. Thereafter, the regular hirer will be invoiced monthly in advance.
- d) Apart from the initial booking deposit, which is payable on issue of the first invoice, invoices will be payable within 30 days of their issue. It is at the discretion of the Trustees to cancel a regular hirer's sessions if fees and charges are consistently not paid on time.



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7) CANCELLATION – CASUAL HIRERS

- a) If a hirer cancels their booking, any payments made including the booking deposit will not be refunded except at the discretion of the Trustees.
- b) If a hirer cancels their booking earlier than one month before their event, then payments other than the booking deposit will be refunded and the balance of the account cleared.
- c) If a hirer cancels within the month before their event, then no payments made will be refunded and the Trust will pursue payment of the balance of the account except at the discretion of the Trustees.

8) CANCELLATION – REGULAR HIRERS

- a) Notice of at least 2 weeks required from regular hirers to cancel single bookings, failing which bookings within the next 2 weeks will still be charged except at discretion of Trustees.
- b) Notice of at least one calendar month required from regular hirers to cease use of the hall i.e. cancel all bookings, failing which any bookings within the next calendar month will still be charged except at discretion of Trustees.

9) LIABILITY

- a) The Trustees are not liable to any party for damage to or loss, theft or removal of any property arising out of the hiring OR for any loss, damage or injury arising from any cause whatsoever or for any loss due to machinery breakdown, electricity failure, leakage of water, fire, Government restriction, industrial action or Act of God, which may cause the Centre to be temporarily closed, or the hiring to be interrupted.
- b) the Trustees will not be liable for any loss or damage to hirer's payments or equipment from closure of the Centre due to severe weather.
- c) The hirer shall indemnify the Trustees and all their agents and servants from and against claims, actions, demands and proceedings in respect of damage, injury, loss theft or removal or any loss sustained by any person in consequence thereof if caused by the negligence of the hirer or deemed reasonably to be within the control of the hirer.



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10) BEFORE THE HIRE/PREPARATION

- a) The Hirer should bring sufficient black sacks for clear up. The hall does not provide black sacks other than in litter bins.
- b) If babies are expected to be at the event, hirer or parent(s) should bring hazardous waste nappy sacks. The Trust does not provide nappy bin(s) or nappy sacks.
- c) Casual (non-regular) hirers can collect hall keys from the bar at published times or arrange to be let into the Centre by Centre personnel at the start of their hiring period. Regular hirers will have their own keys and will let themselves in and out. If hiring audio visual, casual and regular hirers can collect audio visual cabinet keys and microphones from the bar at published times.
- d) If hiring Bouncy Castle, hirer needs to sign a disclaimer before their event. Bouncy castle will be set up for the hirer so that only power switch needs to be turned on at the start of their event.

11) SETUP

- a) The Centre is strictly a no-smoking and no-vaping venue in all internal locations. There are smoking/vaping areas outside but NOT inside the hall.
- b) Fire alarm and smoke detectors are fitted in the Centre and can be activated by smoke generators and associated equipment. NO SMOKE MACHINES OR BARBECUES OR ANY OTHER DEVICES ARE ALLOWED IN THE HALL THAT MIGHT TRIGGER FIRE ALARMS. SMOKE ALARMS MUST NOT BE COVERED. IF SMOKE ALARMS ARE COVERED, LEGAL ACTION MAY BE TAKEN. If activated, hirers will be charged a call-out fee for resetting the alarm systems. It is the responsibility of the hirers to ensure that disco personnel, musicians, and caterers are made aware of this.
- c) No decorations or equipment of any kind should be attached to the fabric of the Centre. Hooks and pin-boards have been provided for hirer's use when putting up decorations or notices but all must be taken down after the event, including all tacks, pins, and string.
- d) Use of blu-tack is NOT allowed other than on glass.
- e) Use of pins, drawing pins, tacks, is NOT allowed other than on designated pin boards. Use of staples, Sellotape, or gaffer tape is NOT allowed ANYWHERE.



Kemsley Community Centre Conditions of Hire

12) DURING THE EVENT

- a) The Centre is strictly a no-smoking and no-vaping venue in all internal locations. There are smoking/vaping areas outside but NOT inside the hall.
- b) The hirer is responsible for the security of the Centre and the health and safety of everyone in the hired and associated areas during the time booked.
- c) The hirer shall not under any circumstances leave the Centre open and unattended during that time.
- d) The hirer shall not permit any drunken or disorderly person to enter or remain in hired or associated areas and will make arrangements for them to be escorted out of the Centre.
- e) The hirer is responsible for all incidents and attendees in those parts of the Centre being hired or any associated areas during the times booked.
- f) No copyright work should be performed in the Centre without the consent of the copyright owner. The Trustees will not be liable for any claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorised playing or use of any recording apparatus occurring during the hiring



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13) CLEARUP/VACATING CHECK LIST

ALL CLEANING MUST BE COMPLETED AND PREMISES VACATED BY HIRERS BY THE END OF THEIR HIRE PERIOD OR IF A LATE HIRE, 1 AM ON MONDAY TO SATURDAY, MIDNIGHT ON SUNDAY OR 2 AM ON NEW YEAR'S DAY.

The hirer is responsible for any damage to the Centre's premises, furniture and fittings that are part of the agreed hire. The Trustees may deduct monies from the hirer's Condition Bond to cover any damage, or any additional cleaning inside or outside, or misuse of the premises, or for overstaying their hire period. The Hirer is responsible for the premises being left "as found" including;

- ☐ ensuring ALL MUSIC STOPS BY 11:45 PM ON MONDAY TO SATURDAY, 10:45 PM ON SUNDAY, 12:45 AM ON NEW YEAR'S EVE;
- ☐ wiping tables, folding/storing tables in the proper way on trolleys in table store area front of ladies;
- ☐ removing all decorations from areas used, foyer, kitchen & toilets and ensuring all fixings removed;
- ☐ returning all glasses to the bar before it closes or swilling out and leaving in kitchen next to the sink if bar is closed; putting all empty glass bottles or other broken glass into Eurobins;
- ☐ picking up litter, plastic bottles, & plastic glasses from areas used, including foyer, kitchen, & toilets, putting into bins or sacks;
- ☐ **Picking up any loose tissue in toilets;**
- ☐ **Nappies may NOT be left on site. They should be put into hazardous waste sacks (NOT PROVIDED) and MUST be taken away;**
- ☐ Emptying internal bins, litter, rubbish, rubbish sacks and clinical waste sacks into Eurobins at side or behind the hall. outside Two Eurobins nearest to the front gate should be gilled up before using the third bin;
- ☐ **Mopping up all spilled liquids in areas used, including in foyer, kitchen and toilets;**
- ☐ Cleaning cooker(s) if used. If mop used, squeeze mop and empty dirty waiter in drain;
- ☐ If locking up, check doors and windows (Behind stage, Next to stage in Main Hall, Kitchen & Behind Kitchen, Small Hall, Foyer & All three Front Doors) are closed and secured, all lights are switched off, including toilets (some fire exit lights remain on);
- ☐ If keys are lost by hirer, the Trustees reserve the right to change locks and recover costs from the hirer.

**At the end of the hiring, if no one from the Trust or Bar is at the hall to accept the keys, lock up and post through the letterbox of:
4 West Green, Kemsley, ME10 2RX (left out of the hall, first right, second house from the bottom).**

